

If so issued, the carrier issuing them shall be liable for failure to deliver the goods described therein to any one who purchases a part for value in good faith, even though the purchase be after the delivery of the goods by the carrier to a holder of one of the other parts.

1910, ch. 336, sec. 7 (p. 35).

7. When more than one negotiable bill is issued in this State for the same goods to be transported to any place in the United States, on the Continent of North America, except Alaska, the word "duplicate," or some other word or words indicating that the document is not an original bill, shall be placed plainly upon the face of every such bill, except the one first issued. A carrier shall be liable for the damage caused by his failure so to do to any one who has purchased the bill for value in good faith as an original, even though the purchase be after the delivery of the goods by the carrier to the holder of the original bill.

1910, ch. 336, sec. 8 (p. 35).

8. A non-negotiable bill shall have placed plainly upon its face by the carrier issuing it "non-negotiable," or "not negotiable."

This section shall not apply, however, to memoranda or acknowledgments of an informal character.

See art. 83, sec. 51.

1910, ch. 336, sec. 9 (p. 35).

9. The insertion in a negotiable bill of the name of a person to be notified of the arrival of the goods shall not limit the negotiability of the bill, or constitute notice to a purchaser thereof of any rights or equities of such person in the goods.

1910, ch. 336, sec. 10 (p. 35).

10. Except as otherwise provided in this article, where a consignor receives a bill and makes no objection to its terms or conditions at the time he receives it, neither the consignor nor any person who accepts delivery of the goods, nor any person who seeks to enforce any provision of the bill, shall be allowed to deny that he is bound by such terms and conditions, so far as they are not contrary to law or public policy.

1910, ch. 336, sec. 11 (p. 35).

11. A carrier, in the absence of some lawful excuse, is bound to deliver goods upon a demand made either by the consignee named in the bill for the goods, or if the bill is negotiable, by the holder thereof, if such demand is accompanied by:

A. An offer in good faith to satisfy the carrier's lawful lien upon the goods.

B. An offer in good faith to surrender, properly endorsed, the bill which was issued for the goods, if the bill is negotiable; and